


1. REQUISITION NUMBER	PAGE 1 OF
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
		NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
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TELEPHONE NO.			
<input type="checkbox"/>	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED
	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)	31c. DATE SIGNED
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SOLICITATION NO. <u>SPM1C1-08-R-0003</u>		PAGE 2	72
NO OFFER SUBMITTED FOR REASON(S) CHECKED			
<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	NO OPEN PRODUCTION CAPACITY AT PLANT	<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> OTHER (<i>Specify</i>)			
<input type="checkbox"/> WE DO	<input type="checkbox"/> WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED		
NAME AND ADDRESS OF FIRM (Include zip code)		SIGNATURE	
		<hr/> TYPE OR PRINT NAME AND TITLE OF SIGNER	
<div style="display: flex; justify-content: space-between;"> <div> FROM: </div> <div> AFFIX STAMP HERE </div> </div> <div style="text-align: center; margin-top: 100px;"> TO: DEFENSE LOGISTICS AGENCY DEFENSE SUPPLY CENTER PHILADELPHIA P.O. BOX 56667 PHILADELPHIA, PA 19111-6667 </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>SOLICITATION NO. <u>SPM1C1-08-R-0003</u></div> <div>OPENING/CLOSING DATE AND LOCAL TIME <u>September 12, 2008 3PM PHILA TIME</u></div> </div>			

**TABLE OF CONTENTS FOR
SOLICITATION NO: SPM1C1-08-R-0003
TITLE**

Caution Notice(s)

~~DSCP FORM 33~~ Solicitation/Contract/Order for Commercial Items
Continuation of any block(s) from SF1449

Contract Clauses

- 1. FAR 52.212-4 - Contract Terms and Conditions – Commercial Items**
- 2. Addendum to FAR 52.212-4**
- 3. DLAD 52.212-9000 - CHANGES - MILITARY READINESS**
- 4. DFARS252.211-7006- Radio Frequency Identification**
- 5. FAR 52.212-5 - Contract Terms and Conditions Required to Implement
Statutes or Executive Orders – Commercial Items**
- 6. DFARS 252.212-7001 - Contract Terms and Conditions Required to Implement
Statutes or Executive orders Applicable to Defense
Acquisition of Commercial Items**
- 7. DFARS-252.222-7006- Combating Trafficking in Persons**
- 8. Labeling/Packing for Dress Clothing**

Any Contract Documents, Exhibits, or Attachments (e.g., technical data and square inch tables)

Solicitation Provisions

- 1. 52.245-9P03- Government Furnish and Property Administration**
- 2. 52.245-9P25- Special Measurement Items**
- 3. FAR 52.212-1 - Instructions to Offerors – Commercial Items**
- 4. Addendum to FAR 52.212-1**
- 5. FAR 52.212-2 - Evaluation – Commercial Items**
- 6. Addendum to FAR 52.212-2**
- 7. FAR 52.212-3 - Offeror Representations and Certifications – Commercial Items**
- 8. Addendum to FAR 52.212-3 (e.g., certifications re Surplus Material, Buy American Act)**
- 9. DFARS 252.212-7000 - Offeror Representations and Certifications – Commercial
Items**

SOLICITATION RESPONSE SHEET FOR NO OFFER

FOR: Raincoat, MDW, Men's and Women's, and Overcoat, Men's and Women's
OFFER DUE DATE/LOCAL TIME: September 12, 2008 PM. LOCAL PHILADELPHIA TIME.

NO OFFER SUBMITTED FOR REASON(S) CHECKED

☐ **CANNOT COMPLY WITH SPECIFICATION**

☐ **CANNOT MEET DELIVERY REQUIREMENT**

☐ **NO OPEN PRODUCTION CAPACITY AT PLANT**

☐ **DO NOT REGULARLY MANUFACTURE OR SELL TYPE OF ITEMS INVOLVED**

☐ **OTHER (SPECIFY)**

☐ **WE DO** ☐ **WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED**

NAME AND ADDRESS OF FIRM (INCLUDE ZIP CODE)

TYPE OR PRINT NAME AND TITLE OF SIGNER

SIGNATURE

ADDENDUM TO SF 1449

1. Block 8

Offer Due Date/Local Time: September 12, 2008, 3 PM. LOCAL PHILADELPHIA TIME.

2. Block 9 (continued)

Mailed offers should be sent to: Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Handcarried offers, including delivery by commercial carrier, should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: All handcarried offers are to be delivered between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “handcarries” the package to the depository specified above for handcarried offers prior to the scheduled opening/closing time. **Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the DSCP FORM 33.**

Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to: (215) 737-9300, 9301, 9302 or 9303

3. Block 17a: Offeror’s assigned DUNS Number:_____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

(Note: The Government will mail checks to this address only in the event of an Electronic Funds Transfer (EFT) failure, pursuant to 52.232-33 (which is incorporated by reference at 52.212-5(b)(24)).

5. Are you registered with the Central Contractor Registration (CCR) database?

Yes [] No []

(If you have not registered or your registration has expired, please visit the website at www.ccr.gov)

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:****SECTION B**

Schedule B - Supplies / Services and Prices				
ITEM 0001: PGC 01842-Raincoat, MDW, Men's, Blue Shade 358- Depot Stock Delivery				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	470	EA		
OPTION 1	470	EA		
OPTION 2	470	EA		
OPTION 3	470	EA		
OPTION 4	470	EA		

F.O.B. Terms: DESTINATION.

Destination for Delivery: Lion Vallen Industries, 340 Moore Avenue, Bldg. 8, Suffolk, VA 23434-3820, and
Ft. Myer Military Clothing Directorate of Public Works and Logistics Property Control Branch, Bldg. 205,
Rm. 129B, 101 Bloxon Street, Fort Myers, VA 22211-1199

Place of Inspection and Acceptance: Origin. Reference clause 52.246-9008, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:****SECTION B**

Schedule B – Supplies / Services and Prices				
<u>ITEM 0002: PGC 02352-Raincoat, MDW, Women's, Blue Shade 358- Depot Stock Delivery</u>				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	25	EA		
OPTION 1	25	EA		
OPTION 2	25	EA		
OPTION 3	25	EA		
OPTION 4	25	EA		

F.O.B. Terms: DESTINATION.

Destination for Delivery: Lion Vallen Industries, 340 Moore Avenue, Bldg. 8, Suffolk, VA 23434-3820, and Ft. Myer Military Clothing Directorate of Public Works and Logistics Property Control Branch, Bldg. 205, Rm. 129B, 101 Bloxon Street, Fort Myers, VA 22211-1199

Place of Inspection and Acceptance: Origin. Reference clause 52.246-9008, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:****SECTION B**

Schedule B - Supplies / Services and Prices				
ITEM 0003: PGC 01835-Overcoat, MDW, Men's, Blue Shade 150- Depot Stock Delivery				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	760	EA		
OPTION 1	760	EA		
OPTION 2	760	EA		
OPTION 3	760	EA		
OPTION 4	760	EA		

F.O.B. Terms: Destination.

Destination for Delivery: Lion Vallen Industries, 340 Moore Avenue, Bldg. 8, Suffolk, VA 23434-3820, and Ft. Myer Military Clothing Directorate of Public Works and Logistics Property Control Branch, Bldg. 205, Rm. 129B, 101 Bloxon Street, Fort Myers, VA 22211-1199

Place of Inspection and Acceptance: Origin. Reference clause 52.246-9008, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:****SECTION B**

Schedule B - Supplies / Services and Prices				
ITEM 0004: PGC 02257-Overcoat, MDW, Women's, Blue Shade 150- Depot Stock Delivery				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	25	EA		
OPTION 1	25	EA		
OPTION 2	25	EA		
OPTION 3	25	EA		
OPTION 4	25	EA		

F.O.B. Terms: Destination.

Destination for Delivery: Lion Vallen Industries, 340 Moore Avenue, Bldg. 8, Suffolk, VA 23434-3820, and
Ft. Myer Military Clothing Directorate of Public Works and Logistics Property Control Branch, Bldg. 205,
Rm. 129B, 101 Bloxon Street, Fort Myers, VA 22211-1199

Place of Inspection and Acceptance: Origin. Reference clause 52.246-9008, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:****SECTION B**

Schedule B - Supplies / Services and Prices				
ITEM 0005: PGC 01842-Raincoat, MDW, Men's, Blue Shade 358- <u>Direct Vendor</u> <u>Delivery</u>				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	470	EA		
OPTION 1	470	EA		
OPTION 2	470	EA		
OPTION 3	470	EA		
OPTION 4	470	EA		

F.O.B. Terms: DESTINATION.

Destination for Delivery: VARIOUS CUSTOMER DIRECT LOCATIONS. THESE ITEMS WILL BE SHIPPED DIRECTLY TO THE REQUISITIONER TO AN ADDRESS CITED ON THE INDIVIDUAL DELIVERY ORDER. EPAULETS WILL BE SHIPPED USING THE DSCP FEDERAL EXPRESS ACCOUNT NUMBER TO BE SPECIFIED UPON AWARD OF THE CONTRACT.

Place of Inspection and Acceptance: Destination. Reference clause 52.246-9007, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:**

SECTION B

Schedule B – Supplies / Services and Prices				
ITEM 0006: PGC 02352-Raincoat, MDW, Women's, Blue Shade 358- <u>Direct Vendor Delivery</u>				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	25	EA		
OPTION 1	25	EA		
OPTION 2	25	EA		
OPTION 3	25	EA		
OPTION 4	25	EA		

F.O.B. Terms: DESTINATION.

Destination for Delivery: VARIOUS CUSTOMER DIRECT LOCATIONS. THESE ITEMS WILL BE SHIPPED DIRECTLY TO THE REQUISITIONER TO AN ADDRESS CITED ON THE INDIVIDUAL DELIVERY ORDER. EPAULETS WILL BE SHIPPED USING THE DSCP FEDERAL EXPRESS ACCOUNT NUMBER TO BE SPECIFIED UPON AWARD OF THE CONTRACT.

Place of Inspection and Acceptance: Destination. Reference clause 52.246-9007, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:****SECTION B**

Schedule B - Supplies / Services and Prices				
ITEM 0007: PGC 01835-Overcoat, MDW, Men's, Blue Shade 150- <u>Direct Vendor Delivery</u>				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	760	EA		
OPTION 1	760	EA		
OPTION 2	760	EA		
OPTION 3	760	EA		
OPTION 4	760	EA		

F.O.B. Terms: Destination.

Destination for Delivery: VARIOUS CUSTOMER DIRECT LOCATIONS. THESE ITEMS WILL BE SHIPPED DIRECTLY TO THE REQUISITIONER TO AN ADDRESS CITED ON THE INDIVIDUAL DELIVERY ORDER. EPAULETS WILL BE SHIPPED USING THE DSCP FEDERAL EXPRESS ACCOUNT NUMBER TO BE SPECIFIED UPON AWARD OF THE CONTRACT.

Place of Inspection and Acceptance: Destination. Reference clause 52.246-9007, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

ADDENDUM TO SF 1449 (continued)**6. Continuation of Blocks 19-24:****SECTION B**

Schedule B - Supplies / Services and Prices				
ITEM 0008: PGC 02257-Overcoat, MDW, Women's, Blue Shade 150- <u>Direct Vendor Delivery</u>				
TERM	ANNUAL ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE FOB DEST	TOTAL PRICE
BASE PERIOD	25	EA		
OPTION 1	25	EA		
OPTION 2	25	EA		
OPTION 3	25	EA		
OPTION 4	25	EA		

F.O.B. Terms: Destination.

Destination for Delivery: VARIOUS CUSTOMER DIRECT LOCATIONS. THESE ITEMS WILL BE SHIPPED DIRECTLY TO THE REQUISITIONER TO AN ADDRESS CITED ON THE INDIVIDUAL DELIVERY ORDER. EPAULETS WILL BE SHIPPED USING THE DSCP FEDERAL EXPRESS ACCOUNT NUMBER TO BE SPECIFIED UPON AWARD OF THE CONTRACT.

Place of Inspection and Acceptance: Destination. Reference clause 52.246-9007, which forms a part of this solicitation.

Annual Estimated Quantity refers to the Government's good faith estimate of the requirements for each item during a specified contract year. **PGC** refers to Product Group Code, which comprises all sizes associated with the line nomenclature.

Vendors are required to offer on all line items (0001-00008).

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2007)

(a) *Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.*

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

FAR 52.212-4 (continued)

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer(EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss.*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.*

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or

fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.*

FAR 52.212-4 (continued)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.*

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.*

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances.*

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts.*

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be

considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

FAR 52.212-4 (continued)

<u>Paragraph</u>	<u>Additional Language</u>
[X] (a)	FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i> , is hereby included in this contract and takes precedence over FAR 52.212-4(a).
[X] (i)	FAR 52.213-1, <i>Fast Payment Procedure</i> , DLAD 52.212-9001, <i>Application of Fast Payment to Part 12 Acquisitions</i> , and DLAD 52.213-9009, <i>Fast Payment Procedure</i> , apply and are hereby incorporated by reference. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government. FOR DVD ITEMS ONLY.

ADDENDUM TO 52.212-4

[x] 52.247-34 F.O.B. DESTINATION (NOVEMBER 1991)

Addenda to 52.212-4(g), Invoice.

The invoicing and payment office for orders/contracts issued by DSCP-Clothing and Textiles shall be as follows:

Normal Mail Delivery: DFAS-Columbus Center
 ATTN: DFAS-BVDPII\CC
 P.O. BOX 182317
 COLUMBUS, OHIO 43218-6248

Overnight Delivery: DFAS-Columbus Center
 ATTN: DFAS-BVDPII\CC
 3990 EAST BROAD STREET
 BUILDING 21
 COLUMBUS, OHIO 43213-1152

******* Please Note:**

Don't let the following common invoicing errors **delay your payments** any longer:

- Missing or Erroneous Contract Number
- Missing Call/Delivery Order Number
- Missing or Erroneous Shipment Number
- Failure to Mark DD250 as an Original Invoice
- Failure to Distribute a Copy of the DD250 to the Contract Administration Office Terminal
- Contract Line Item Number (CLIN) is Omitted, Incorrect or Does Not Match that Appearing in the Contract
- Missing or Erroneous Unit of Issue
- Quantity and Price are Incorrect
- Wrong Pay Office on Invoice

Here are three things you can do to speed your invoice payments:

- *Be sure your original invoice is **properly completed and legible**.*
- ***Submit your invoices electronically** using the Web Invoicing System (WInS). It's fast, accurate, and costs you nothing! Learn more at the WInS Home Page, at: <https://www.ecweb.dfas.mil/notes/>, and start using WInS with your next invoice! or*
- *If you currently **receive delivery orders electronically**, you could benefit by using an 810-invoice transaction.*

Web Invoicing eliminates postage, snail mail, and much paperwork, and gets the invoice/voucher into the DFAS system usually within 24 hours. **Web Invoicing is free to vendors doing business with the Government.** You just enter the appropriate information and send your invoice to DFAS electronically. It provides help text and pull-down menus in many fields. For more specific questions, contact Janice Hockman (703) 607-5111, Kirsten Larco (703) 607-4920 or Debra Jones (703) 607-2082

For questions about sending Electronic Data Interchange invoices (810-invoice transactions), contact Mr. Bud Wellens at (215) 737-2778.

For questions about paper invoice preparation, just call the DFAS Customer Service Resource Center at **1-800 756-4571**, or

ADDENDUM TO 52.212-4 (continued)

Call **DSCP DFAS liaison** listed below for assistance:
Camille Conaway (215) 737-4406

Check out these resources:

- <http://www.dfas.mil/money/vendor/> the *DFAS Contract Payment Booklet*... an excellent desk reference for contractor Accounts Receivable personnel, as well as the status of outstanding invoices.
- <http://www.dfas.mil/> information regarding bill paying process and additional points of contact

2. CONTRACT CLAUSES INCORPORATED BY REFERENCE:

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The full text of any FAR, DFARS, DLAD, and DSCP solicitation clause may be accessed electronically at www.dla.mil/j-3/j-336/icps.htm or obtained from the Contracting Officer. The clauses listed below are incorporated

by reference only when checked.

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>	<u>SOURCE</u>
[] 52.211-9004	Priority Rating For Various Longterm Contracts	MAR 2000	DLAD
[X] 52.211-9010	Shipping label requirements – MIL-STD-129	MAY 2006	DLAD
[X] 52.212-9000	Changes Military Readiness	MAR 2001	DLAD
[] 52.215-9006	Javits-Wagner-O'Day Entity Support - Contractor Reporting	DEC 1997	DLAD
[] 52.217-9006	Limitations on Surge and Sustainment (S&S) Investments	JUL 1999	DLAD
[X] 52.252-9P11	Effective Date of Undated Regulatory Provisions and Clauses	AUG 1996	DSCP
[X] 252.204-7004	Required Central Contractor Registration	SEP 2007	DFARS
[] 252.217-7001	Surge Option (a)(1) _____ %	AUG 1992	DFARS

3. WHEN CHECKED, THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED IN FULL TEXT:

[X] **52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through date of contract expiration.

ADDENDUM TO 52.212-4 (continued)

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

NOTE: Ordering Activities: DSCP

[X] 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after **THE LAST SCHEDULED DELIVERY OF THE CONTRACT.**

52.216-9007 Contract and Delivery Order Limitations. (Jul 2006)- DLAD

[X] (a) Delivery orders will specify delivery no less than * days from the date of order. Changes or cancellations to delivery orders may be made by giving the contractor notice no less than 30 days [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

*Reference Time of Delivery Clause on page 16 of the solicitation.

(b) Maximum Contract Limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is \$8,139,382.50.

(c) Guaranteed Minimum.

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[X] (i) Base period of one year.

_____ (Quantity)

 X 25% (Percentage of the annual estimated quantity or dollar value)

[] (ii) Base period of two or more years.

_____ (Quantity) multiplied by _____.

_____ (Percentage) multiplied by _____.

ADDENDUM TO 52.212-4 (continued)

[X] (iii) The following minimum quantities within the time periods prescribed (OPTION represents a 365-DAY period):

CLIN	FIRST OPTION	SECOND OPTION	THIRD OPTION	FOURTH OPTION
___0001___	25% (Percentage of the annual estimated quantity or dollar value)	25% (Percentage of the annual estimated quantity or dollar value)	25% (Percentage of the annual estimated quantity or dollar value)	25% (Percentage of the annual estimated quantity or dollar value)

[X] (iv) The contractor will not be obligated to honor any order with F.O.B. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN _____ MINIMUM QUANTITY PER DESTINATION
 * _____ 1 _____

* One CLIN or a combination of all CLINs.

Special Measurements Will Have a Minimum Quantity of 1.

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, FAR 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an Invitation for Bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) _____ is (are) the non set-side portion.

52.216-19-Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than ___*_____ [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of _____ 32% of AEQ** _____ [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of _____ 32% of AEQ** _____ [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within _____ 90 _____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

ADDENDUM TO 52.212-4 (continued)

***Minimum order quantity for special measurements and Direct Vendor Delivery=1. Minimum order for Depot Stock=25% of the Annual Estimated Quantity.**

**** Annual Estimated Quantity**

Raincoat, Men's-470

Raincoat, Wmn's-25

Overcoat, Men's's-760

Overcoat, Wmn's-25

[X] 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MARCH 2004) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for **4 additional 365 DAY period(s)** by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least **60 days** before expiration of the contract. The preliminary notice does not commit the Government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than **three (3) days** before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will

also modify ordering DSCP clause 52.217-9P16, Effective Period of Contract-Indefinite-Delivery to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any options exercised under this clause, shall not exceed **4 YEARS**.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JULY 2004)

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled "Contract Terms and Conditions - Commercial Items", and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor's default, the Contractor shall pay, and the Government shall accept, the sum of \$1155 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Increase 2% Decrease 0%

This increase or decrease shall apply to total quantity per order.

DLAD 52.212-9000 CHANGES - MILITARY READINESS (MAR 2001)

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the Contracting Officer may, by written order, change (1) the method of shipment or packing, and (2) the place of delivery. If any

such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment from the date of receipt of the modification.

“Contingency operation” means a military operation that -

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, Chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259 (d)(2)(B)).

[X] DFARS 252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007)

[Applies when checked]

(a) *Definitions.* As used in this clause—

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

DFARS 252.211-7006 (continued)

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

“EPCglobal™” means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

(1) Until September 30, 2006, the acceptable tags are—

- (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
- (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning October 1, 2006, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after September 30, 2006.

DFARS 252.211-7006 (continued)

“Radio Frequency Identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.

DFARS 252.211-7006 (continued)

(J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that—

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC™ Tag Data Standards document, available at http://www.epcglobalinc.org/standards_technology/specifications.html.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUNE 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L., 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

{Contracting Officer shall check as appropriate.}

- ☒ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- ☒ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)
- ☐ (4) [Reserved]
- ☐ (5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-6.
- ☐ (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☒ (7) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (8) (i) **52.219-9**, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637 (d)(4)).
[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]
- ☐ Alternate II (OCT 2001) of 52.219-9.
- ☐ (9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) **52.219-16**, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [Paragraphs 11 through 13 are not applicable to DoD contracts at this time.]*
- ☐ (11)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23
- ☐ (12) **52.219-25**, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f)
- ☐ (15) **52.219-28**, Post Award Small Business Program Representation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- ☐ (16) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- ☐ (17) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ☐ (18) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (19) **52.222-26**, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☒ (20) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

FAR 52.212-5 (continued)

- ☒ (21) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- ☒ (22) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☐ (23) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
- ☒ (24) **52.222-50**, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts)
- ☐ (25)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))
- ☐ (26) **52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- ☐ (27) (i) **52.223-16**, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16

[Paragraphs (28) - (30) are not applicable to DoD contracts and have been deleted.]

- ☐ (31) **52.225-13**, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (32) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
- ☐ (33) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
- ☐ (34) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (35) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (36) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (37) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
- ☐ (38) **52.232-36**, Payment by Third Party (MAY 1999)(31 U.S.C. 3332.)
- ☐ (39) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

[Paragraph (40) is not applicable to DoD contracts and has been deleted.]

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- ☐ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (41 U.S.C. 351, et seq.).
- ☐ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- ☐ (6) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- ☐ (7) **52.237-11**, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112 (p)(1))

(d) *Comptroller General Examination of Record.*

FAR 52.212-5 (continued)

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in paragraphs

(i) through (vii) of this paragraph in a subcontract for commercial items or commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$550,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) **52.222-26**, Equal Opportunity (MAR 2007)(E.O. 11246);

(iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)(38 U.S.C. 4212);

- (iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

- (v) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

- (vi) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*)

- (vii) **52.222-50**, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50

- (viii) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*)

- (ix) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*)

[Paragraph (x) is not applicable to DoD contracts and has been deleted.]

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X **52.203-3**, Gratuities (APR 1984) (10 U. S. C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) **252.205-7000**, Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
- (2) **252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (Apr 2007) (15 U.S.C. 637).
- (3) **252.219-7004**, Small Business Subcontracting Plan (Test Program) (Apr 2007) (15 U.S.C. 637 note)
- (4) X **252.225-7001**, Buy American Act and Balance of Payment Program (June 2005) 41 U.S.C. 10a-10d, E.O. 10582)
- (5) X **252.225-7012**, Preference for Certain Domestic Commodities (Mar 2008) (10 U. S. C. 2533a) *[If checked, the full text of the clause will be included in the solicitation]*
- (6) **252.225-7014**, Preference for Domestic Specialty Metals (June 2005)(Deviation)(10 U.S.C. 2533a).
[If checked, the full text of the clause will be included in the solicitation]
- (7) **252.225-7015**, Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a). *[If checked, the full text of the clause will be included in the solicitation]*
- (8) **252.225-7016**, Restriction on Acquisition of Ball and Roller Bearings (Mar 2006) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) **252.225-7021**, Trade Agreements (Mar 2007)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- (10) **252.225-7027**, Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- (11) **252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- (12)(i) **252.225-7036**, Buy American Act--Free Trade Agreements--Balance of Payments Program (Mar 2007) (41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
(ii) Alternate I (Oct 2006) of 252.225-7036.
- (13) **252.225-7038**, Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
- (14) **252.226-7001**, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) X **252.227-7015**, Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
- (16) **252.227-7037**, Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- (17) **252.232-7003**, Electronic Submission of Payment Requests (Mar 2008)(10 U.S.C. 2227)
- (18) **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (19) X **252.243-7002**, Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410).
- (20)(i) X **252.247-7023**, Transportation of Supplies by Sea (May 2002)(10 U.S.C. 2631).
(ii) Alternate I (Mar 2000) of 252.247-7023.

DFARS 252.212-7001 (continued)

- (iii) ___ Alternate II (Mar 2000) of 252.247-7023.
- (iv) ___ Alternate III (May 2002) of 252.247-7023.
- (21) X **252.247-7024**, Notification of Transportation of Supplies by Sea (Mar 2000)
(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) **252.225-7014**, Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (Deviation)
(10 U.S.C. 2533a).
- (2) **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006)
(Section 1092 of Pub. L. 108-375).
- (3) **252.247-7023**, Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
- (4) **252.247-7024**, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

252.225-7012 Preference for Certain Domestic Commodities (MARCH 2008).

(a) *Definitions.* As used in this clause—

- (1) “Component” means any item supplied to the Government as part of an end product or of another component.
- (2) “End product” means supplies delivered under a line item of this contract.
- (3) “United States” means the 50 States, the District of Columbia, and outlying areas.
- (4) “U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
- (3) Tents, tarpaulins, or covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
- (5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

- (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

DFARS 252.222-7006 Combating Trafficking in Persons. As prescribed in 222.1705, use the following clause:

COMBATING TRAFFICKING IN PERSONS (OCT 2006)

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Construction” means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms “buildings, structures, or other real property” include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of a contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a contractor that has no more than one employee including the contractor.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process (22 U.S.C. 7102(5)).

“Service contract” means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

“Service (other than commercial)” means a service that does not meet the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Severe forms of trafficking in persons” means—

DFARS 252.222-7006 (continued)

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* It is the policy of the Department of Defense (DoD) that trafficking in persons will not be facilitated in any way by the activities of DoD contractors or contractor personnel. DoD will not tolerate severe forms of trafficking in persons or use of forced labor by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel during the period of contract performance. Furthermore, DoD will not tolerate the procurement of commercial sex acts by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel, during the period of performance of service or construction contracts. As delineated in National Security Presidential Directive 22, the United States has adopted a zero tolerance policy regarding contractor personnel who engage in or support trafficking in persons.

(c) *Contractor compliance.*

(1) During the performance of this contract, the Contractor shall comply with the policy of DoD and shall not engage in or support severe forms of trafficking in persons or use forced labor. The Contractor is responsible for knowing and adhering to United States Government zero-tolerance policy and all host nation laws and regulations relating to trafficking in persons and the use of forced labor.

(2) Additionally, if this contract is a service or construction contract, the Contractor shall not engage in or support the procurement of commercial sex acts during the performance of this contract and is responsible for knowing and adhering to United States Government policy and all host nation laws and regulations relating thereto.

(d) *Contractor responsibilities for employee conduct - service or construction contracts.* If this contract is a service or construction contract, the Contractor, if other than an individual, shall establish policies and procedures for ensuring that during the performance of this contract, its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor. At a minimum, the Contractor shall—

(1) Publish a statement notifying its employees of the United States Government policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, termination of employment, or removal from the host country;

(2) Establish an awareness program to inform employees regarding—

(i) The Contractor’s policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy; and

(iii) Laws, regulations, and directives that apply to conduct when performance of the contract is outside the United States, including—

DFARS 252.222-7006 (continued)

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor;

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor that may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267) and 18 U.S.C. 3271, Trafficking in persons offenses committed by persons employed by or accompanying the Federal Government outside the United States; and

(C) Directives on trafficking in persons from the Combatant Commander, or the Combatant Commander's designated representative, that apply to contractor employees, such as general

orders and military listings of "off-limits" local establishments; and

(3) Provide all employees directly engaged in performance of the contract with—

(i) Any necessary legal guidance and interpretations regarding combating trafficking in persons policies, laws, regulations, and directives applicable to performance in the host country; and

(ii) A copy of the statement required by paragraph (d)(1) of this clause. If this contract is for services (other than commercial), the Contractor shall obtain written agreement from the employee that the employee shall abide by the terms of the statement.

(e) *Employee violations – notification and action.* The Contractor shall—

(1) Inform the Contracting Officer immediately of any information it receives from any source (including host country law enforcement) that alleges a contractor or subcontractor employee has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(2) In accordance with its own operating procedures and applicable policies, laws, regulations, and directives, take appropriate action, up to and including removal from the host nation or dismissal, against any of its employees who violate the policy in paragraph (b) of this clause; and

(3) Inform the Contracting Officer of any actions taken against employees pursuant to this clause.

(f) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (e), or (g) of this clause may render the Contractor subject to—

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the Termination clause of this contract; or

DFARS 252.222-7006 (continued)

(6) Suspension or debarment.

(g) *Subcontracts.*

(1)(i) The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed outside the United States; and

(ii) If this contract is for services (other than commercial), the Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed in the United States for the acquisition of services (other than commercial).

(2) If this contract is a service or construction contract, the Contractor shall conduct periodic reviews of its service and construction subcontractors to verify compliance with their obligations pursuant to paragraph (d) of this clause.

(3) The Contractor shall—

(i) Immediately inform the Contracting Officer of any information it receives from any source (including host country law enforcement) that alleges a subcontractor has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(ii) Take appropriate action, including termination of the subcontract, when the Contractor obtains sufficient evidence to determine that the subcontractor is in non-compliance with its contractual obligations pursuant to this clause; and

(iii) Inform the Contracting Officer of any actions taken against subcontractors pursuant to this clause.

**52.252-9P03 LISTS OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (MAR 2006)
DSCP**

A. Compact Disc with technical data, SPM1C1-08-R-0003 (APR 2008)

This solicitation consists of the following:

1. Labeling and packaging for Dress Clothing Items

52.245-9P03	GOVERNMENT FURNISHED MATERIAL (C&T BAILMENT SYSTEM) AND PROPERTY ADMINISTRATION (MAR 2007) DSCP (Applicable to solicitations and contracts involving Government Furnished Material under the Bailment System)
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[Limitations on applicability of certain sections of this clause for Webbing or Tape or Short Pieces, are as follows:

1. When webbing or tape is issued as GFM for equipment items, the first sentence of subparagraph (a)(3); subparagraph (a)(4); and paragraph (h) are not applicable to the acquisition.
2. When the solicitation provides up to 100% of total allowance for short pieces, the first sentence of subparagraph (a)(3) is not applicable to the acquisition.]

(a) Material to be Made Available by the Government:

(1) The Government will make available to the contractor, for use in connection with and under the terms of this contract, the materials set forth below (hereinafter referred to as Government material) and the contractor shall utilize such materials in the furnishing of supplies or services hereunder. The Government reserves the right to furnish such cloth put up either in rolls or folded, whenever such cloth is 46 inches or less wide. Cloth more than 46 inches wide will be furnished put up on rolls. The Government shall be the sole source of the supply of the materials listed herein and only such material obtained from the Government under this contract may be used in the performance of this contract. Price for cloth is based on gross yardage with no allowance for imperfections. Material furnished shall be charged to the contractor's account in multiples of one yard. Where material furnished contains fractions of a yard, the yardage shall be rounded to the whole yard. Fractions of less than one-half yard will be rounded to the next lower full yard; fractions of one-half yard or more will be rounded to the next higher full yard, e.g., 159 1/4 yards shall be rounded to 159 yards; 159 1/2 yards shall be rounded to 160.

	<u>TYPE OF MATERIAL</u>	<u>UNIT PRICE</u>	<u>LOCATION</u>
	NSN: 8305-01-161-6999: Cloth, cotton/Poplin, MDW Shade 358, 60"	\$17.00	DDAG-Albany

End Item: Raincoat, MDW, Blue Shade, 358

	<u>TYPE OF MATERIAL</u>	<u>UNIT PRICE</u>	<u>LOCATION</u>
	NSN: 8305-01-084-1667: Cloth, Wool Elastique, Shade 150, 60	\$72.63	VSTN-Peckham

End Item: Overcoat, Wool Elastique, Shade 150

(2) the offeror shall determine the quantity of government material it will require in the performance of the contract and shall include the value of such material in its offered price(s). To calculate the value of the government material, the offeror shall multiply the quantity of government material it will require per unit, by the unit price of the material set forth in paragraph (a)(1) of this clause.

(3) The Government reserves the right to make available not more than 10% of the material in short pieces. The contractor shall cut and use short pieces furnished and/or generated and not retained them for return to the Government at completion of the contract. Only the types of materials listed above will be made available to the contractor by the Government. All other types of materials required in the performance of this contract shall be furnished by the contractor.

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(4) The Government may furnish material in widths other than specified herein. Where such other widths are furnished, the quantity thereof shall be converted to the mathematical equivalent in linear yards of the width specified and the value of the material furnished and returned will be determined accordingly. It is expressly agreed that this method of adjustment shall be exclusive. It is further agreed that regardless of widths furnished, the Government material shall not be deemed deficient or defective within the meaning of (k) below.

(4) The Government may furnish material in widths other than specified herein. When the width furnished exceeds the specified with by plus or minus 2 inches, the contractor shall be entitled to an equitable adjustment in accordance with paragraph (k) herein if such substituted width causes increased performance costs; provided, however, that no equitable adjustment shall be allowed unless the 5-day and 30-day notices in paragraph (k)(2) and (k)(3) shall first have been given as provided therein. Notwithstanding the foregoing, for administration of the government material account, where widths other than those specified are furnished, the quantity thereof shall be converted to the mathematical equivalent in linear yards of the width specified and the value of the material furnished and returned will be determined accordingly.

(5) In the event the Government makes the material available at locations other than specified above, or requires the return of the material to a location other than specified above, freight adjustment(s) shall be made in the same manner as prescribed in

the Changes clause specified in the solicitation/contract. No adjustment of less than \$50.00 will be made pursuant to this paragraph.

(b) Property Account Number: The property account number is the contract number. Consolidated records are not authorized. The contractor shall maintain separate records for each contract.

(c) Contractor's Request for Government Material: It shall be the responsibility of the contractor to request its requirements of the government material, pursuant to the provisions of this clause, in sufficient time to comply with the delivery schedule of the contract. In the event that the contractor requests government material in excessive quantities, the contracting officer may, at its discretion, and prior to release of any such excessive government material, require the contractor to submit such evidence as the contracting officer may deem adequate to support the contractor's request for such material. When submission of such evidence is required, the contractor shall also provide a copy of the same to the assigned property administrator located at the cognizant Defense Contract Management Agency (DCMA). Failure of the contractor to furnish such evidence when required, shall justify the contracting officer in refusing to grant the contractor's request for such government material. When the request for excessive government material is approved, the value of that material shall be withheld from subsequent payments due contractor under this or any other contract pending final adjustment at completion of contract performance (see paragraph (e) of this clause).

(d) Availability of Government Material: For each required delivery of material, the contractor shall submit a properly executed original DSCP Form 1786, Prime Contractor's request for Government material, to the Commander, Defense Supply Center Philadelphia, 700 Robbins Avenue, Bldg 6-1-D, Philadelphia, PA 19111-5092, ATTN: Material Accountability Section, Directorate of Clothing & Textiles, DSCP-FQCA. The contractor shall also provide an informational copy of each request for material to the cognizant DCMA property administrator. The contractor shall be solely responsible for making transportation arrangements for the pickup and delivery of this material, using its own truck, or a leased or rental carrier. These arrangements shall be specified by the contractor on the DSCP Form 1786. The government material will be available for pickup not later than 21 calendar days after receipt of the original DSCP Form 1786 by the Government. The contractor and the cognizant DCMA property administrator will be furnished copies of DSCP FL 504, Government Furnished material Information, which will indicate the availability date of the government material. On or after this date, such material may be picked up at the location specified herein above. Prior to pickup, the contractor shall contact the storage location to coordinate the exact date for pickup and provide the name of the motor carrier to be used. If such pickup is not made within 10 calendar days after the availability date specified on DSCP FL 504, or the actual date the government material becomes available, whichever date is later, the Government reserves the right to return the government material to storage, unless a revised date for its pickup has been requested by the contractor. If the contractor later requires this government material which has been returned to storage, submission of a new DSCP Form 1786 will be required. The Government will not be liable for any additional expense, delay or loss incurred by the contractor as a result of the aforementioned action

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being accomplished. All material picked up at the location specified will be made available at the shipping platform. Loading into the vehicle will be the responsibility of the contractor or its representative. Delivery of the

government material shall be deemed to be accomplished when the material has been picked up by the contractor, or its authorized representative.

(e) Payment: Upon delivery of end items, \$ ____* per unit will be deducted from the contract price and applied to cover the value of the government material. (This is an administratively determined rate to be offset against the value of the government material furnished the contractor, and should not be used by the offeror to determine its material requirements on which to base its offer price.) The balance of the contract price, less discounts computed on the basis of the amount remaining payable, shall be paid to the contractor. The contractor shall bill at the contract unit price, and shall also reflect deduction for the administratively determined rate per unit. Subsequent to final delivery, the Government shall issue a unilateral modification to the contract for the purpose of adjusting and finalizing the government material account. Adjustments to the account shall be made as follows:

*

<u>TYPE OF MATERIAL</u>	<u>UNIT PRICE</u>
0001: NSN: 8305-01-161-6999: Cloth, cotton/Poplin, MDW Blue Shade 358, 60"	\$17.00
0002: NSN: 8305-01-084-1667: Cloth, Wool Elastique, Shade 150, 60	\$72.63

(1) if the total amount deducted from the contract price to cover the value of the government material exceeds the value of all such material furnished the contractor, the contractor shall receive payment of the excess amount; or,

(2) if the total value of the government material furnished the contractor exceeds the amount deducted from the contract price to cover the value of the government material, the contractor shall reimburse the Government for the value of such material for which sufficient deductions were not taken. regardless of the amount of government material consumed, the unit cost to the Government of each item accepted including government material shall not exceed the contract unit price for the item. (See notice requirements contained in paragraphs (k)(2) and (k)(3) below.) Should the contractor take exception to any portion of the data contained in the modification, such exception, with supporting data, must be presented in writing to the contracting officer within 30 calendar days of the contractor's receipt of the modification in order to be considered.

(f) Value of Government Material Furnished Contractor: To determine the total value of government material furnished, the contractor will be charged for the total value of material furnished at unit prices stated in (a) above less \$ ____* per rejected end item purchased by the contractor and will receive credit at the unit price specified in (a) above for government material unconsumed and returned by him in an undamaged condition to the Government.

*

	<u>TYPE OF MATERIAL</u>	<u>UNIT PRICE</u>	<u>LOCATION</u>
	NSN: 8305-01-161-6999: Cloth, cotton/Poplin, MDW Shade 358, 60"	\$17.00	DDAG-Albany

End Item: Raincoat, MDW, Blue Shade, 358

	<u>TYPE OF MATERIAL</u>	<u>UNIT PRICE</u>	<u>LOCATION</u>
	NSN: 8305-01-084-1667: Cloth, Wool Elastique, Shade 150, 60	\$72.63	VSTN-Peckham

End Item: Overcoat, Wool Elastique, Shade 150

52.245-9P03 Cont'd(g) Contractor Inventory:

(1) Irreparable rejects: The contractor agrees to purchase any or all irreparable rejects when notified in writing by the contracting officer, or its duly authorized representative, at \$_____ per unit.

(2) Scraps and Ends: Disposal of scrap and ends will be the responsibility of the successful offeror. In computing the price offered, the offeror agrees it has taken into consideration the anticipated net proceeds, if any, of the sale of scrap and ends at the estimated market price at time of sale based on a projection of the current market price in the locality at which any contract awarded to it will be performed.

The offeror further agrees that the price quoted by it on the items covered by this solicitation, reflects consideration of anticipated receipt, if any, from the sale of scrap and ends.

(3) Return or Disposition of Other Government Material:

(i) All government material other than irreparable rejects, scrap and ends, will be returned to the Government at contractor's expense, or disposal of by the contractor as otherwise directed by the contracting officer within 30 days after completion of deliveries.

(ii) In the event original pieces furnished by the Government cannot be used, and are being returned, the shipment will consist of original put-ups, with their original piece tickets attached, packed as specified in the applicable fabric specification. If short pieces generated by the contractor during manufacture of the end item are being returned, these short pieces will be separately packed, identified and tagged with a piece ticket. Where a portion of material in a container is used, and short pieces generated, this material will be packed separately from full length pieces and the container clearly marked "Short Pieces" followed by the length range of the contents. Each length range will be packed and marked separately. The contractor shall provide to the QAR a listing of the contents of each return shipment including the following information for each roll:

- (A) Roll number
- (B) Condition Code ("A" for full length or "C" for short pieces)
- (C) Put-up (original package or contractor repackaged)
- (D) Yards

A copy of the listing will be packed with the return shipment. the shipment will consist of a copy of the above listing, a QAR release statement, original or contractor put-ups.

(iii) The contractor may request transfer of government material from one contract to another provided the contractor will:

(A) Prepare a written request for transfer. The request must:

1. Specify the PIIN (award number) of each contract involved in the transfer.
2. Clearly identify the material involved. Cite NSN/item description, width, and any other characteristics such as short pieces and full pieces. Cite the quantity of each item of government material being transferred.

(B) Submit the request for transfer to material Accountability Section, Defense Supply Center Philadelphia, ATTN: DSCP-FQCA with copies to the contracting officer, QAR, and DCMA property administrator.

(C) Maintain proper accountability records by PIIN.

(D) Return all remaining government material from completed contracts, other than that material being transferred, in accordance with the provisions of paragraphs (g)(3)(i) and (g)(3)(ii) above.

52.245-9P03 Cont'd(h) Definitions:

- (1) Full Length Pieces: Single continuous pieces, full width, of the length specified as the minimum in the fabric specification.
- (2) Short Pieces: Single continuous pieces, full width, less than a full length piece, but not less than 10 yards in the case of frieze and pile fabrics, not less than 18 yards in the case of woolens and worsteds, and not less than 20 yards in the case of all other fabrics.
- (3) Ends: Single pieces, full width, less than short length pieces, but not less than 1-1/2 yards in the case of woolens, frieze and pile fabrics, and not less than 5 yards in the case of all other fabrics.
- (4) Scraps: Includes clippings, remnants, cutting parts and cut parts;
- (i) Clippings: Residue from cutting operations not large enough to be re-cut into smaller component parts.
- (ii) Remnants: All pieces of cloth up to but not including 1-1/2 yards in the case of woolens, frieze and pile fabrics, and up to but not including 5 yards in length in the case of all other fabrics.
- (iii) Cut Parts: Cut component parts not assembled or partially assembled.
- (iv) Cutting Parts: Pieces of cloth of irregular widths, lengths and shapes, less than full width from which a square of cloth of at least nine inches by nine inches can be cut.
- (i) Purpose of Government Material: The contractor warrants that any material obtained from the Government is required for use in connection with the supplies or services to be furnished under this contract.
- (j) Responsibility for Government Material: The contractor assumes the risk of, and is responsible, for any loss or damage to government material from the time the material is delivered to the carrier at the originating location to the time it is re-delivered by the contractor to the Government.
- (k) Deficiency or Delay in Furnishing Government Material:

(1) In the event the government material is not available for delivery to the contractor (as in (d) above), the contracting officer shall, if requested by the contractor, make a determination of the delay occasioned the contractor thereby. If the contractor does not make such request of the contracting officer within 7 days after the 21 days allowed for the Government to make the material available (paragraph (d) above) no equitable adjustment will be made to delivery or performance dates, or the contract price.

(2) In the event the contractor believes that damaged, defective, or incorrect government material has been furnished, EXCLUSIVE OF THE DEFICIENCIES ALLOWED BY THE ACCEPTABLE QUALITY LIMITS OF THE APPLICABLE FABRIC SPECIFICATION, or in the event of shortages, either within individual pieces or the entire shipment, narrow widths, or other discrepancies, the contractor shall immediately examine the material in question, thoroughly document the type, location and extent of the deficiencies being alleged. For the determination of alleged defective government material for excessive visual defects, the contractor's examination of the government material shall be in strict accordance with the quality assurance provisions for the fabric, including random sampling procedures and, as applicable, FED-STD-4 or MIL-STD-655 and the applicable Sears slub and knot gauges. The contractor shall inspect and use fabric as it is opened and shall not be set usable, but higher point count rolls aside for later return as either "excess" or "defective" goods. Over-point count fabric set aside prior to cutting by the contractor shall be returned to the shipment in question prior to random sampling. Upon completion of the examination, the contractor shall immediately provide the QAR and the cognizant DCMAO property administrator with a written notification of the alleged deficiencies, including the findings of its own examination of the material using a cloth perch. As a minimum, the contractor shall provide the following data:

- (i) Type of material
- (ii) Nature of nonconformance (including examination report of alleged defective point count)
- (iii) Number of rolls or pieces in shipment

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- (iv) Name of manufacturer of material
- (v) Contract number(s) of material
- (vi) Lot identification of material
- (vii) Total number of yards in shipment
- (viii) Acceptable Quality Limits (or Acceptable Quality level (AQL), if applicable)
- (ix) Number of rolls or yardage in sample
- (x) Acceptance number
- (xi) Recommended disposition

The contractor shall promptly provide the QAR access to a cloth perch, which the QAR will use to examine the material in question. The QAR shall verify the damage, defect, shortage, narrow width or discrepancy as documented in the contractor's notification, and will report the findings of the verification to the contracting officer and cognizant DCMAO property administrator. NOTE: THE QAR'S EXAMINATION OF ALLEDGLY DEFICIENT MATERIAL WILL BE LIMITED TO VERIFYING THOSE DEFICIENCIES SET FORTH IN THE NOTIFICATION AND EXAMINATION REPORT PROVIDED BY THE CONTRACTOR. In the absence of the government QAR, the contractor shall immediately so notify the contracting officer of the damage, defect, shortage, narrow width or discrepancy. The contractor shall not cut or use such government material, or in the event the damage, defect, shortage, narrow width or discrepancy is such that it could not reasonably been discovered until after cutting or further processing, the contractor shall not further process such government material until instructions from the contracting officer. If replacement is to be made, the Government shall effect the replacement at its own expense, including transportation costs. When the return of the GFM is authorized, the contractor will ship it in accordance with paragraph (g)(3)(ii) and include a copy of the contractor's notification of deficiencies (including examination report) and the QAR's deficiency verification (DLA Form 506, and DLA Form 499 or 504). If the contractor fails to notify either the cognizant government QAR or the contracting officer within 5 days of discovery of any damage, defect, shortage, narrow width or discrepancy in the government material, no equitable adjustment will be made in the delivery or performance dates or the contract price.

(3) In cases of delay or failure to furnish any of the duly requested government material or in cases where the Government has furnished damaged, defective, short, narrow width or other discrepancies in the material, the contracting officer, upon written request of the contractor, shall equitably adjust the delivery or performance date, or the contract price or both and any other contractual provisions effected thereby, in accordance with FAR 52.243-1, Changes--Fixed-Price. If the contractor does not request such an adjustment within 30 days from the time the contractor either knew or should have known of any such delay or failure to furnish duly requested material, or shortage within the piece, narrow width or other discrepancy in the government material furnished, no adjustment will be made. Under no circumstances

shall the Government include as an element of any adjustment under this clause any amount for loss of prospective profits. Further, the foregoing provisions for adjustment are exclusive, and the Government shall not be liable to suit for breach of contract by reason of any delay or failure to furnish government material to the contractor.

(4) In no event may the contractor assert a defense against assessment of additional monies due under (e) above, nor shall the contractor claim refund of monies deducted under said paragraph on the ground of shortages, narrow width, or other discrepancies in the government material unless the 5-day and the 30-day notices in paragraphs (k)(2) and (k)(3) above shall first have been given as provided therein.

(5) Cloth containing deficiencies considered acceptable in accordance with applicable specifications shall not be considered defective. Any claim for shortage within the roll shall be adjusted as follows: For shortage on individual pieces only, credit will be taken by the Government for the minus tolerance provided for individual pieces in the "Examination for Length" paragraph of the fabric specification; for the entire shipment, the Government will reduce the total shortage by the total overage on all pieces in the shipment found to be longer than the length specified on the piece ticket. Narrow widths

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shall be subject to adjustment only where the discrepancy exceeds 1/4 inch. Measurement shall be "overall" or "exclusive of salvage," in accordance with the width provision of the applicable fabric specification.

(l) Protection of Government material, Title, Access: The contractor shall establish and maintain a program for the use, maintenance, repair, protection and preservation of government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR, with the exceptions already noted in paragraphs (b), (c) and (P) and with the exception that government property shall be physically segregated from the contractor's own property. Authority for deviation from this requirement under FAR 45.507 is not authorized. The contractor shall arrange and maintain its plant(s) to insure clean and sanitary conditions and insure proper identification and segregation of material for each government contract. Title to the government material shall remain with the Government and shall not be affected by the incorporation or attachment thereof to any property not owned by the Government. The Government shall at all reasonable times have access to the premises wherein any government material is located. Additionally, the following requirements shall be adhered to with respect to broad woven and knitted fabrics. Original piece tickets and wrapping shall remain intact until material is spread for cutting. Material shall be stored dry away from heat and shall not be exposed to weather. Rolls shall not stand on end at any time, nor be cross stacked and under excessive load. If necessary, rolls shall be placed on side-supported pallets with no more than 4 tiers of rolls per pallet.

(m) Retention of Essential Records: The contractor shall retain the original government piece tickets on the pieces until spread for cutting. The contractor shall also retain in its possession for a period of 12 months subsequent to completion of performance of this contract, all piece tickets removed from government material. The contractor shall assemble all piece tickets from a particular lay in one bundle, and all bundles shall be consecutively numbered so as to indicate the order in which the lays were cut. All piece tickets retained by the contractor shall be returned to the Government upon the Government's request. In addition, the contractor shall retain cutting records and any fallout records for each lay (section) for the above stated 12-month period. The contractor shall retain the documentation specified in this paragraph in addition to the basic information required by FAR 45.505-1.

(n) Settlement of Length Discrepancies: The length marked on the piece tickets of cloth made available as government material reflects the measurement metered during preparation for delivery of the cloth, using mechanical measuring devices. An inherent disparity exists between these measurements and cutting table measurements, because the latter are subject to many variables that cannot be controlled. Accordingly, claims for shortages based on cutting table measurements will be considered for allowance only when the shortage on an individual piece exceeds 3-1/2% of the length marked on the piece ticket. All other claims for shortages shall be based on measurements using a mechanical measuring device (calibrated in accordance with the current edition of MIL-STD-45662, Calibration System requirements) activated positively by direct contact, with the fabric in continuous motion. These measurements can be determined by using such devices as true meter, length counter on cloth perch, or similar devices. Length measurements shall be in units of 1/8 yard and multiples thereof.

(o) Final Shipment Notice and Contractor's Representative: Simultaneous with release of the final shipment, the contractor shall provide information copies of the final shipping document to the cognizant DCMA property administrator and to the Material

Accountability Section, Defense Supply Center Philadelphia, ATTN: DSCP-FQCA. The representation reads as follows: "It is represented that, with respect to the type(s) of material which the contract provides shall be furnished solely by the Government, all material of said type(s) used in the performance of this contract was furnished by the Government for the performance of this contract; that property furnished by the Government under this contract has been returned to the designated depot(s) or installation(s) and/or disposed of or transferred as authorized by the contracting officer, or its authorized representative, in the form of finished articles, or otherwise; and that this representation is made with full knowledge and understanding of the penalty imposed by Section 1001, Title 18, U.S. Code, for so representing falsely." The cognizant DCMA property administrator shall monitor the contractor's adherence to the time frames specified for the disposition of excess government material (paragraph (g)(3)) and for the execution of the above referenced representation. In the event the contractor fails to comply with these time frames, the Government reserves the right to initiate the final adjustment to the contractor's government material account based on the data contained in the government's official property record.

(p) Records of Government Property: Notwithstanding (m) above, the Defense Supply Center Philadelphia will maintain the Government's official government property records for the government material provided. The

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requirements of FAR 45.505(c) are hereby made applicable to the contractor's property records in lieu of the official government property records. The recording of pricing information, as required under FAR 45.505-2, shall be maintained as part of the contractor's property records.

(q) Discounts: Unless otherwise stipulated by the contractor, prompt payment discounts will be computed on the basis of the balance of the contract price remaining payable after deduction of the administratively determined rate per unit (which is applied to cover the value of the government material furnished) as specified in paragraph (e), above.

(r) Diversions of Shipment: Diversions of shipment shall be made in accordance with the provisions of the Changes clause specified in the solicitation/contract. When government material is furnished under this clause and the end item destination and storage location for the government material were originally located in the same geographical area, a freight adjustment shall be made when the diversion precludes the contractor from picking up the government material by its own or leased trucks upon delivery of end items. The price adjustment for such shipment shall be based on the difference between the transportation costs of end item shipment to the new destination and on-half the transportation costs of the end item shipment to the old destination.

“GOVERNMENT’S INTENTION TO PHASE OUT GOVERNMENT FURNISHED MATERIAL (APRIL 2008)

Through submission of an offer in response to this Request For Proposals, the Offeror does hereby agree to the following terms and conditions.

During the effective period of this contract the Government intends to phase out the provisioning of Government Furnished Material (GFM). The Contracting Officer will provide written notification to the vendor of the Government’s intention to discontinue the provisioning of GFM, upon which the Vendor will have **ten (10) working days** to respond with,

- a) a declaration that the vendor cannot continue performance of the contract, or
- b) an offer composed of complete end item unit prices, Product Demonstration Models, if requested, and the name and address of vendor’s proposed material supplier.

The Contracting Officer will evaluate offers, including offers of Product Demonstration Models, in accordance with the evaluation procedures outlined in FAR 52.212-2. Prices shall be negotiated and incorporated into the contract via supplemental agreement.

Upon written notification of vendor’s declaration that they will not continue performance of the contract, the Contracting Officer will have **five (5) working days** to respond with the Government’s decision as follows:

- c) If the minimum guarantee, as defined in clause **DELIVERY ORDER LIMITATIONS – INDEFINITE QUANTITY CONTRACT (APRIL 2008), paragraph (e)**, has been met, the Government reserves the right to discontinue ordering through this contract, and pursue ordering from another source.
- d) If the minimum guarantee has not been met, the Government may, in it’s best interest, place orders for the balance of the guaranteed minimum, or terminate for convenience the balance of the contract.

PRIME CONTRACTOR'S REQUEST FOR GOVERNMENT MATERIAL

TO:

DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE BLDG 6-D
PHILADELPHIA, PA 19111-5092

1. CONTRACTOR'S NAME AND ADDRESS

Name of POC:
Telephone Number:

1.a. CONTRACT NUMBER

Delivery Order:

NOTES:

1. FOR EACH REQUIRED DELIVERY OF MATERIAL, THE CONTRACTOR SHALL EXECUTE AND SUBMIT ONE ORIGINAL COPY OF THIS FORM TO THE ADDRESS CITED ABOVE.
2. THE CONTRACTOR SHALL ALSO PROVIDE AN INFORMATION COPY OF THIS FORM TO THE ASSIGNED PROPERTY ADMINISTRATOR LOCATED AT THE ADMINISTERING OFFICE IDENTIFIED ON PAGE 1 OF THE CONTRACT/ORDER.
3. GOVERNMENT MATERIAL WILL BE AVAILABLE FOR PICKUP NOT LATER THAN 21 CALENDAR DAYS AFTER RECEIPT OF THE ORIGINAL COPY OF THIS FORM BY THE GOVERNMENT.

2. NAME OF CONTRACTOR'S CARRIER

3. LOCATION WHERE MATERIAL WILL BE DELIVERED

Name of POC:
Telephone Number:

Name of POC:
Telephone Number:

DESCRIPTION OF MATERIAL 4.	WIDTH 5.	QUANTITY 6.	UNIT PRICE 7.	AMOUNT 8.
Name of Cloth:				
Description of Cloth:				
Cloth NSN:				
Name of End Item:				
FOR GOVERNMENT USE:				
Acquisition Specialist:				
Supply Planner:				
45# - _____				
TOTAL				

IT IS REPRESENTED THAT THE MATERIAL LISTED ABOVE IS REQUIRED FOR USE IN CONNECTION WITH PRIME CONTRACT IDENTIFIED IN ENTRY 1.a.

DATE

NAME OF REQUESTING OFFICIAL

SIGNATURE AND TITLE

52.245-9P25 SPECIAL MEASUREMENT ITEMS (AUG 1999) DSCP

(a) In addition to the Government's rights under the provisions of DSCP clause 52.245-9P20, Sized Items, the Government reserves the right to make size changes to include special measurement items. Special measurement items may be outside the range of the normal size tariff for that item. The contractor will be responsible for adjustments to the Government furnished patterns made necessary by the addition of special measurement items.

(b) Delivery of the special measurement items shall be to the location designated in the contract modification formalizing the change. The special measurement items shall arrive at the designated location within thirty (30) calendar days after the effective date of the contract modification.

(c) Any increased costs incurred by the contractor as a result of a special measurement size change will be definitized by the Administrative Contracting Officer (ACO). Definitization shall be based on the following:

(1) Any increased costs for labor shall be limited to charges for special pattern grading and special cutting.

(2) Any adjustment (increase or decrease) for material usage will be based upon contractor's actual material usage.

(d) The total claim for an equitable adjustment under this clause shall not exceed **100%** of the contract unit price for the corresponding item under this contract if the Government provides the pattern or **200%** above the contract price if the contractor grades the patterns. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

Variation in Quantity for all special measurement orders is +/-0%. Inspection and Acceptance are at Destination. Delivery date is to be 30 days after date of order. All special measurement orders should be tagged or labeled with a nonpermanent sticker on the item package to identify the customer's name. No size, ID or instruction labels are required. Shipments will to be made via Federal Express using 2nd day delivery unless otherwise directed. Shipments may be billed to the DSCP Federal Express account (account number to be obtained after award). Any other use of this account is prohibited unless approved by the Procurement Contracting Officer. The contract number and CLIN number in Block 2 of the FEDEX air bill. The FEDEX tracking number will be included in block 23 of the DD 250.

FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple Offers.*

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

FAR 52.212-1 (continued)

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or

its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards*. (not applicable for this solicitation)

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation*.

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
((202) 619-8925)
(Fax (202) 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon - Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernmental (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000 and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR))

FAR 52.212-1 (continued)

database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a postaward debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer;
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror;
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO 52.212-1**1. Addendum to 52.212-1(b) Submission of offers.**

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

- ☒ Faxed offers are NOT authorized for this solicitation.
☐ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Addendum to 52.212-1(c) Period for acceptance of offers.

- ☒ Period of acceptance is 365 days.

3. Addendum to 52.212-1(e) Multiple offers.

- ☒ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Addendum to 52.212-1(g) Contract Award.

ADDENDUM TO 52.212-1 (continued)

☒ If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting

FAR 52.212-1 (continued)

Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. Addendum to 52.212-1(h) Multiple awards.

- ☒ The Government intends to make one award.
☐ The Government may make more than one award.
☐ Offers may be submitted for quantities less than those specified.

6. Addendum to 52.212-1(j) Data Universal Numbering System (DUNS) Number

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

7. The following additional provisions are incorporated in full text:**DLAD 52.215-9010 ALL OR NONE (AUG 2005)**

(a) With respect to each item or group of items identified below, offers must be submitted for all items indicated. No award will be made for less than the full requirements shown in this solicitation for these items or groups.

ITEMS

0001-0008

(b) If this is an Invitation For Bid (IFB), any offeror offering less than all of the solicitation requirements of the indicated item or group of items will be non-responsive.

(c) If this is a Request For Proposal (RFP), any offeror offering less than all of the solicitation requirements of the indicated item or group of items may be precluded from consideration for award if the Contracting Officer elects to make an award without opening discussions.

(d) Offerors are cautioned that submission of an offer for selected item(s) within a given group is unacceptable; offers must be for all item(s) within a given group. However, an offeror may submit an offer on any one or more groups.

Special Instructions for the Submission of Source Selection Proposal Information:**(a) Proposal Organization**

(1) Your proposal shall be prepared in two separate volumes and provided in the quantities shown below. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

<u>Volume</u>	<u>Volume Title</u>	<u>No of Copies</u>	<u>Suggested Page Limit</u>
I	Technical	2	25
II	Business	0	NONE

(2) During proposal evaluation, each volume will be reviewed separately. All cost/price information, if required, must be in Volume II. No reference to cost/price shall be included in the technical proposal. Each volume shall be separately bound (stapled is acceptable) to facilitate evaluation.

(b) Volume I, Technical Proposal (see Attachment I to this solicitation)

(1) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation. Failure to provide the information requested by any of the technical evaluation factors identified in

ADDENDUM TO 52.212-1 (continued)

Attachment I may be considered a “no response” and a rating of “unsatisfactory” given to the applicable factor, subfactor, element or sub-element.

(2) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(3) You are required to prepare and submit your proposal aligned with the technical evaluation factors specified in 52.212-2 of this solicitation to facilitate government review and evaluation of proposals. Technical proposals shall therefore be presented in accordance with this addendum and Attachment I. Continuation sheets shall clearly identify the solicitation number and your firm’s name on each page.

(4) To be considered acceptable, the offeror’s technical proposal must provide, as a minimum, the information requested in this addendum.

(5) Although offeror submission of a business proposal (Volume II) is not required, offered prices must be annotated in the Schedule B, Supplies/Services, found on page 4.

(6) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

Attachment 1 – Technical Proposal**TECHNICAL PROPOSAL EVALUATION FACTORS**

(to be addressed in Volume 1 of the offeror’s proposal in accordance with the above DSCP solicitation provision, Special Instructions for the Submission of Source Selection Proposal Information)

(1) PRODUCT DEMONSTRATION MODEL(S) (First Evaluation Factor)***52.215-9020 Instructions for Submitting Product Demonstration Models (PDM) for Supply Chains at DSCP (APR 2008) – DLAD***

(a) The offeror shall submit Product Demonstration Models (PDM), as specified below, as part of its proposal. Models will be submitted at no expense to the Government and must be received prior to the time and date set forth for closing of offers. PDMs will be returned at the offeror’s request and expense so long as the PDM(s) is(are) not destroyed by testing, retained by the Government as a manufacturing standard, and/or unless otherwise specified by the solicitation. PDMs will become Government property unless return is requested within 30 days after date of award.

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0001	1 Each	40

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0002	1 Each	12

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0003	1 Each	40

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0004	1 Each	12

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0005*	1 Each	40

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0006*	1 Each	12

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0007*	1 Each	40

<u>Item Number</u>	<u>No. of Units Required</u>	<u>Size (if applicable)</u>
0008*	1 Each	12

ADDENDUM TO 52.212-1 (continued)

(b) Models will be tested or evaluated to determine compliance with all characteristics specified for such test or evaluation as referenced in FAR 15.3. Failure of models to conform to all such characteristics may result in the rejection of the entire offer. Failure to furnish models by the time and date specified in the solicitation may be cause for rejection of the entire offer if not otherwise acceptable under the provisions for considering late offers.

The following applies only when checked as paragraph (c):

[] If the PDM will be used as a manufacturing standard, for the successful offeror(s), the Government will return one approved Product Demonstration Model (PDM) which will serve as a manufacturing standard. Products delivered under any resulting contract shall conform to the approved model as to the characteristics listed for test or evaluation and shall conform to the specification/commercial product description characteristics.

[X] It is preferred that the materials used to manufacture the PDM(s) be in accordance with any specifications defined in Section C of this solicitation. However, if the offeror uses alternate materials to manufacture the PDM(s) a letter must be supplied with them stating (i) which materials depart from the end item specification and (ii) that, although the materials used in producing the PDM(s) differ from those specified, the materials required by the specification will be utilized under any resultant contract.

NOTE: Generally, the use of alternate materials will not affect the rating of the PDM, either favorably or negatively when the use of the alternate materials is identified in accordance with the requirements of this section. However, the Government reserves the right to give a negative rating to (a) PDM(s) that is(are) made with materials that depart from the end item specification and the use of those alternate materials was not identified in accordance with the requirements of this section. Accordingly, to preclude a negative assessment of a PDM that is comprised of materials that are not in accordance with the specification(s), it is in the offeror's best interest to identify any and all alternate materials that have been used.

Although the offeror is permitted to use alternate materials to construct the PDM(s), the offeror is not permitted to utilize alternate manufacturing operations or change the construction/design of the PDM. The PDM must be manufactured (i) at the same facility as the production quantity and (ii) must be in accordance with applicable specifications, including the placement of the labels, unless otherwise identified. However, labels need not be printed for the purpose of the PDM but there must be an indication as to the size of the PDM, when applicable."

*** Vendors who submit PDMs for lines 0001 and 0002 should not submit PDMs for line 0005 and 0006
Vendors who submit PDMs for lines 0004 and 0005 should not submit PDMs for line 0006 and 0007**

(2) EXPERIENCE/PAST PERFORMANCE (Second Evaluation Factor)

(a) Experience (First Evaluation Subfactor)

The offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity within two years preceding the solicitation closing date. For each contract, the offeror shall provide:

- (1) The contract/order number.
- (2) Date of the contract/order.
- (3) The commercial or Government entity point of contact (name, address and telephone number).
- (4) Average dollar amount of the contract per annum.
- (5) Total contract/order quantity.
- (6) Quantity shipped per month.
- (7) Period of performance.

ADDENDUM TO 52.212-1 (continued)

- (8) Brief description of the item(s), including the National Stock Number (NSN) and specification number, if applicable.

(b) **Quality of Item/Delivery Performance** (Second Evaluation Subfactor)

For each contract identified in response to paragraph (a) above, the offeror shall:

(1) describe the quality of items delivered. For substandard quality, the offeror shall specifically address any warranty actions taken, quality deficiency reports issued, or returned merchandise (including one-for-one exchanges). The description of the problem shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not it was the offeror's fault or subject to mitigating circumstances and

(2) specifically indicate whether the items were delivered on time, ahead of or behind schedule. If the items were not delivered on time, the offeror shall also provide the number of days delivered ahead of or behind schedule, whether revised delivery schedules were granted and an explanation for any delivery extensions. For delinquent delivery, the description shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not the problem was the offeror's fault, otherwise excusable or subject to mitigating circumstances.

(c) **Compliance with Contractual Socioeconomic Subcontracting Goals** (Third Evaluation Subfactor)

The offeror shall provide a description of its subcontracting / mentoring with Small Business (SB) Concerns, Small Disadvantaged Business (SDB) Concerns, Women-Owned Small Business (WOSB) Concerns, Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI), HUBZone Small Business (HUBZone SB) Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small

Business Concerns, and Javits-Wagner-O'Day Act (JWOD) entities. (Reference DLAD provision 52.215-9003, *Socioeconomic Evaluation*; and 52.215-9005, *Javits-Wagner-O'Day Act Entity Support Evaluation*, as contained in a contract in effect during the period two years prior to this solicitation's closing date.) The offeror may submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts; SF 295, Summary Subcontract Report; and/or a similar report with narrative comparing planned performance with actual performance by business category.

PAST PERFORMANCE INFORMATION

List ALL contracts for items produced at your facility two years from the closing date.

Fill in all requested information. Failure to provide requested information may result in a lower evaluation rating for Past Performance.

Use additional sheets if necessary, utilizing the same format.

Item: _____

Customer: _____

Contract Number, if applicable: _____

Point of Contact: _____

Telephone Number: _____

Quantity produced: Total _____ Monthly _____

Total Annual Dollar Value: _____

Reason for Delays: (If any) _____

If Government, were the delays classified as EXCUSABLE _____ INEXCUSABLE _____

Did you have any items rejected for failure to meet Quality standards?

Yes _____ No _____

Describe remedial actions (If taken): _____

Extraordinary Actions to satisfy customer needs (be specific) _____

First Time Producer

Have you made the exact item being solicited? Yes _____ No _____

If yes, when? (Even if not in last two years) _____

Quantity _____

If not the same item, have you made items that are similar in construction/complexity to the item being solicited? Yes _____
No _____

Item _____

When manufactured? _____

Quantity _____

If you have not made items of the same or similar construction, explain how you will accomplish this should you be the successful offeror.

ADDENDUM TO 52.212-1 (continued)**(3) Socioeconomic** (Third Evaluation Factor)**52.215-9P21 SOCIOECONOMIC PROPOSAL (JUN 2007) DSCP**

In addition to any subcontracting plan required by the clause 52.219-9:

(a) Provide a description of the efforts your company will make to assure that small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and Small Disadvantaged Veteran-Owned Small Business (SDVOSB) small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small business concerns. Include specific names of subcontractors to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small business concerns during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged women-owned, HUBZone, Veteran-owned, and SDVOSB small businesses.

(d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

52.215-9P22 SOCIOECONOMIC EVALUATION (JUN 2007) DSCP

The Socioeconomic Proposal provided by the offeror under 52.215-9P21 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and Small Disadvantaged Veteran-Owned Small Business (SDVOSB) small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged women-owned, HUBZone, Veteran-owned, and SDVOSB small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small businesses will be part of past performance evaluation.

ADDENDUM to FAR 52.212-1 CONTINUED**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **ONE (1) FIRM FIXED PRICE- INDEFINITE QUANTITY TYPE IDTC** contract resulting from this solicitation.

52.246-9007 Inspection and Acceptance at Destination (AUG 2007) (for Direct Vendor Delivery only)

(a) Inspection and Acceptance are at Destination

52.246-9008-INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007) (for depot stock items only)

(a) Inspection and Acceptance are at Origin.

(b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

(c) The Offeror shall indicate below the location where supplies will be inspected:

Supplies:

Plant: _____ Cage Code: _____

Street: _____

City/St/Zip: _____

Applicable to clin(s): _____

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging:

() Same as for supplies

or,

Plant: _____ Cage Code: _____

Street: _____

City/St/Zip: _____

Applicable to clin(s): _____

(e) For CLIN(S) described by manufacturer's name/code and part number:

(1) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and ensure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(2) The word "manufacturer" means the actual manufacturer of each CLIN. The Government's Quality Assurance Representative may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to ensure that a domestic product is being supplied.

(f) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing), the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD [52.211-9000](#), Section I of the award). Any deviation from this number shall be cause for rejection of the item.

(g) Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

52.212-2 EVALUATION – COMMERCIAL ITEMS

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical (i.e., non-price) factors listed in descending order of importance shall be used to evaluate offers:

(1) PDM (Product Demonstration Model)

(2) Experience/Past Performance to include the following subfactors which are in descending order of importance: Experience, Quality of Items / Delivery Performance, Compliance with Contractual Socioeconomic Subcontracting Goals

(3) Socioeconomic Considerations

The Non-Cost/Price Evaluation Factors listed above will be evaluated and rated in accordance with the criteria listed on the pages which immediately follow.

Technical factors are:

- ☒ Significantly more important than cost or price
- ☐ Essentially equal to cost or price
- ☐ Significantly less important than cost or price

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2

Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. **No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise his offer to correct those deficiencies in order to become satisfactory after date and time set for receipt of initial offers.**

(2) Business Evaluation

Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate cost or pricing data or limited pricing information, if requested, with initial proposals or during discussions, in accordance with FAR Subpart 15.4. The Government will evaluate the successful offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of its understanding of the requirements of this solicitation.

(c) Selection

The final technical and business evaluation reports will be furnished to the contracting officer. The contracting officer will prepare a written source evaluation report and present the analysis to the SSA. Based on this report and analysis, the SSA will make the decision as to which offeror(s) is(are) selected for award. The responsible offeror(s) whose proposal(s) is/are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors established in FAR provision 52.212-2, will be selected for award.

(d) Adjective rating symbology

E—Exceptional

- **Product Demonstration Model (PDM):** The PDM meets the stated requirements of the acquisition documentation (i.e., specification, commercial item description, purchase description, etc.) with regards to Manufacturing Operations, Visual Requirements, Dimensional Requirements, and has no deficiencies.
- **Past Performance:** The offeror's record of past performance (experience, quality of items / delivery performance, and, if an unrestricted acquisition, compliance with contractual socioeconomic subcontracting) demonstrates that the offeror meets contractual requirements and exceeds many requirements to the Government's benefit. Contractual performance is accomplished with few minor problems for which corrective actions taken by the offeror were highly effective. The offeror has extensive experience with items/services of the similar kind and complexity as the solicited items/services on commercial or government contracts.

An overall rating of this magnitude indicates a comprehensive understanding of the technical requirements and an ability to provide an acceptable quality product/service with the highest probability of successful contract performance.

V—Very Good:

- **Product Demonstration Model (PDM):** The PDM meets the stated requirements of the acquisition documentation (i.e., specification, commercial item description, purchase description, etc.), but contains a deficiency or deficiencies that are not significant with regards to Manufacturing Operations, Visual Requirements, Dimensional Requirements, and are very easily correctable during production."
- **Past Performance:** The offeror's record of past performance (experience, quality of items / delivery performance, and, if an unrestricted acquisition, compliance with contractual socioeconomic subcontracting) demonstrates that the Past performance meets contractual requirements and exceeds some to the Government's benefit. Contractual performance is accomplished with some minor problems for which corrective actions taken by the offeror were effective. The offeror has some experience with items/services of the similar kind and complexity as the solicited items/services on commercial or government contracts.

An overall rating of this magnitude indicates an understanding of the technical requirements and an ability to provide an acceptable quality product/service with a very good probability of successful contract performance.

S—Satisfactory:

- **Product Demonstration Model (PDM):** The PDM meets the stated requirements of the acquisition documentation (i.e., specification, commercial item description, purchase description, etc.), with regards to Manufacturing Operations, Visual Requirements, Dimensional Requirements, but contains a deficiency or deficiencies that require preventative corrective action in production.
- **Past Performance:** The offeror's record of past performance (experience, quality of items / delivery performance, and, if an unrestricted acquisition, compliance with contractual socioeconomic subcontracting) demonstrates that the Past performance meets contractual requirements. Contractual performance includes some minor problems for which corrective actions taken by the offeror appear or were satisfactory. The offeror has little experience with items/services of the similar kind and complexity as the solicited items/services on commercial or government contracts.

An overall rating of this magnitude indicates an understanding of the technical requirements and an ability to provide an acceptable quality product/service with a reasonable probability of successful contract performance.

M—Marginal:

- **Product Demonstration Model (PDM):** The PDM does not meet all the stated requirements of the acquisition documentation (i.e., specification, commercial item description, purchase description, etc.), with regards to Manufacturing Operations, Visual Requirements, Dimensional Requirements, but has the potential to become acceptable through significant corrective action. The PDM exhibits a significant deficiency or Addendum to 52.212-2 deficiencies that indicate that the offeror did not completely understand the technical requirements and an inability to produce an acceptable item.
- **Past Performance:** The offeror's record of past performance (experience, quality of items / delivery performance, and, if an unrestricted acquisition, compliance with contractual socioeconomic subcontracting) demonstrates that the Past performance does not meet some contractual requirements. Contractual performance contains serious problem(s) for which the offeror's corrective actions appear only marginally effective or were not fully implemented. The offeror has experience with items/services of the lesser kind and complexity as the solicited items/services on commercial or government contracts.

An overall rating of this magnitude indicates a marginal quality product/service and a questionable probability of successful contract performance.

U—Unsatisfactory:

- **Product Demonstration Model (PDM):** The PDM substantially fails to meet many significant design related and/or other requirements of the acquisition documentation (i.e., specification, commercial item description, purchase description, etc.), with regards to Manufacturing Operations, Visual Requirements, Dimensional Requirements, and is indicative of a lack of understanding the technical requirements. The PDM exhibits a very significant deficiency or deficiencies determined by the evaluation team to render the PDM completely unacceptable for its intended function. The PDM cannot become acceptable without extensive preventative correction action or remedy that would be tantamount to a new PDM.
- **Past Performance:** The offeror's record of past performance (experience, quality of items / delivery performance, and, if an unrestricted acquisition, compliance with contractual socioeconomic subcontracting) demonstrates that the Past performance does not meet most contractual requirements and recovery did not occur in a timely manner. Contractual performance contains serious problem(s) and corrective actions appear or were ineffective.

An overall rating of this magnitude indicates a product/service of unacceptable quality with a low probability or no probability of successful contract performance.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorable or unfavorable on past performance.

NOTE: No adjective ratings exist for the Socioeconomic Support technical evaluation factor. Proposals received in response to this evaluation factor shall be ranked on a comparative basis; that is, proposals that demonstrate a strong commitment to the applicable program shall be rated more favorably than those that demonstrate little or no commitment. Those proposals demonstrating no commitment or not responding to the applicable solicitation evaluation factor shall be ranked last and identified as "No Submission" for that factor. An overall comparative assessment will then be made taking into account all technical evaluation factors and price to determine the source that represents the best value to the Government.

EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (FEB 2007) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the Government will evaluate its response to all options, both technical and price. To evaluate price, the Government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and an annual estimated quantity, the annual estimated quantity will be used to determine the total price. Evaluation of options will not obligate the Government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

- (a) Should offerors propose option prices which vary (for example, with quantities actually ordered and dates when ordered), these offers will be evaluated using the highest option price offered for each item.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (NOV 2007) ALTERNATE I (APR 2002)

(a) **Definitions.** As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service –

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"–

(1) Means a small business concern–

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern–

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

52.212-3 (continued)

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:

Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* **[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]** The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* **[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. **[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]**

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

52.212-3 (continued)

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small

Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration PRO-Net, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. **[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]**

(10) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that -

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) **[The offeror shall check the category in which its ownership falls]:**

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

52.212-3 (continued)

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(b) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (The certificate at DFARS 252.225-7000 or 7020 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(g) *Buy American Act - North American Free Trade Agreements - Israeli Trade Act Certificate, Alternates I and II - Trade Agreements Certificate.* (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12649).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* {The Contracting Officer must list in Paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).} [This list is available at www.dol.gov/ilab/]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* {If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.}

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

52.212-3 (continued)

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications on ORCA.]

ADDENDUM TO 52.212-3

(a) *Definitions.*

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) *Representation.*

The Offeror represents that it--

___ **Does** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ **Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause.

If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

ADDENDUM TO 52.212-3 CONTINUED**"Clause H008-Production Line Identification-**

The contractor shall be responsible for establishing a system for the identification and tracking of items to be supplied hereunder. Each item shall be marked with an appropriate, legible marking which will permit an identification of that item in terms of its association with the production process. The marking of individual items shall be in accordance with the requirements of DPSCM 4155.3, Quality Systems Requirements. The

contractor shall establish appropriate record keeping to assist in the identification of groups of items of the same production lot or similar grouping. The contractor shall make such records available to the Government Quality Assurance representative for inspection upon request. This special provision constitutes an exception to the DPSCM 4155.3 requirement for identification by presentation lot. Acceptance criteria for lot numbering examination is deleted for this contract. The provision for lot identification on interior and exterior containers shall be applicable to shipments to depot stock only

DFARS 252.225-7000 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUNE 2005)*(a) Definitions.*

"Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

ADDENDUM TO 52.212-3 CONTINUED**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(JUNE 2005)**

(a) Definitions.

As used in this clause –

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

52.215-6 Place of Performance (Oct 1997)(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN OFFEROR OR RESPONDENT_____

ADDENDUM TO 52.212-3 CONTINUED

52.246-9032 IDENTIFICATION OF QUALIFIED LABORATORY AND SOURCE SAMPLING (APR 2008) – DLAD

(a) The offeror or bidder shall indicate in paragraph (e) below the name and address of the laboratory or laboratories where components or end items will be tested during the course of any resultant contract. Any laboratory proposed by the contractor is subject to the approval of the contracting officer.

(b) The Government QAR will cut samples from a lot at the textile component source and send them for testing to the Laboratory cited below. (The acceptability of each lot will be determined through the testing of these samples). In addition, the QAR will simultaneously cut samples from the same rolls of material and send them to the DSCP laboratory when advised by the DSCP textile technologist to do so. For end items, duplicate samples will be drawn. Source sampling procedures are detailed further in DSCP Manual, Quality Systems Requirements, 4155.3, which is incorporated by reference.

(c) The prime contractor will notify the DSCP textile technologist (Pat Aldridge at (215-737-8083) in writing at least ten days in advance when lots are to be presented to allow Government witnessing of testing at the contractor's laboratory. If the Government intends to witness testing, a representative from the DSCP laboratory will notify the contractor's laboratory. In the absence of Government notification, testing should proceed as scheduled.

(d) Should the contracting officer withdraw approval of the laboratory proposed by the contractor during the course of a contract, DSCP will perform the required testing for up to 30 calendar days from the date of approval withdrawal. The charge for testing will be the DSCP laboratory's effective cost rate on the date of testing. The contractor is responsible for securing the services of another laboratory during this period.

(e) Any change in the laboratory (or laboratories) specified below is prohibited unless approved in advance by the contracting officer.

Name and Address of Laboratory	Component Identity*	Name and Address of Component Source
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* When a single lot of material requires testing by more than one laboratory for different characteristics, list the name of the secondary laboratory and the test characteristics below:

Name and Address of Laboratory	Component Identity*	Test Characteristics
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(f) It is solely the prime contractor's responsibility to schedule laboratory testing and to obtain test reports. The cost of laboratory testing shall also be borne by the prime contractor.

(g) Shipments of component materials to the prime contractor need not be deferred pending test results except when shade approval is required (see paragraph (h)). Cutting production lots without a passing laboratory test report on the corresponding samples is done at the contractor's own risk.

(h) Shade evaluation is acceptance testing. Therefore, component lots may not be shipped to the prime contractor until the DSCP laboratory accepts the shade of the material.

ADDENDUM TO 52.212-3 CONTINUED

52.209-9005 IDENTIFICATION OF SOURCES FOR ALL COMPONENTS FOR CLOTHING/TEXTILE ITEMS (APR 2008) – DLAD

(a) The offeror shall indicate below the names and addresses of those suppliers from whom each component will be obtained for use in the performance of any resultant contract. In addition, for each component, the offeror shall also identify the name of the item's manufacturer and the address of the manufacturing location. Failure to furnish this information with the offer may result in rejection of the offer.

(b) No change in the supplier(s) or manufacturer(s) listed below shall be permitted between the opening/closing date of the offer and the award, except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in the supplier(s) or manufacturer(s) listed below, and in any resultant contract, is prohibited unless it is specifically approved in advance by the contracting officer.

Component
and Quantity

Name & Address of
Supplier

Address of
Manufacturer

52.246-9P27 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) (MAY 2004) DSCP

(a) Distribution of Material Inspection and Receiving Reports (DD Form 250) will be in accordance with Appendix F of the Defense FAR Supplement (DFARS). The "Purchasing Office" copy shall be forwarded to the Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP FQCB_____.

(i) The _____ copy shall be mailed in a separate envelope to _____.

Marked for ATTN: DSCP-FQCB__

(ii) This is a _____ acquisition. With respect to Table 2, Special Distribution, of DFARS Appendix F, _____.

*NOTE: When paragraphs (a)(i) and (a)(ii) are both completed with a DSCP attention code, contractor is required to use one envelope addressed to DSCP-FQCB; however, the top of each form must be annotated with separate codes appearing in paragraphs (a)(i) and (a)(ii) respectively.

(b) Whether processed manually, or through the Wide Area Work Flow Receipt and Acceptance (WAWF-RA) electronic form, if this purchase is for Foreign Military Sales (FMS):

(i) Eight (8) paper copies of the DD250 are required for the FMS representatives. These copies shall be mailed to the address(es) provided in accordance with DSCP 52.225-9P01, FMS Shipping Instructions; and

(ii) Contractors must ensure that a copy of the DD250 is placed on the inside and the outside of each package shipped to the freight forwarder.

ADDENDUM TO 52.212-3 CONTINUED**52.247-48 F.O.B. Destination—Evidence of Shipment.**

As prescribed in [47.305-4](#)(c), insert the following clause:

F.O.B. DESTINATION—EVIDENCE OF SHIPMENT (FEB 1999)

- (a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor—
- (1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and
 - (2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
 - (i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
 - (ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.
 - (iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.
- (b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

52.229-3 -- Federal, State, and Local Taxes (Apr 2003)

- (a) As used in this clause--

“After-imposed Federal tax,” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax,” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties,” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date,” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes,” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

ADDENDUM TO 52.212-3 CONTINUED

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

[X] INTEGRITY OF UNIT PRICES (OCT 1997)

52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) ALTERNATE I (FEB 1998) DSCP

In lieu of four decimal places, unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offerors containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.01 to \$0.104 = \$0.10

\$0.105 to \$0.109 = \$0.11

\$0.111 to \$0.114 = \$0.11

\$0.115 to \$0.119 = \$0.12, etc

52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, or any tier, or supplier appearing in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

ADDENDUM TO 52.212-3 CONTINUED

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the Government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the Government terminating the entire contract, or any portion thereof, pursuant to the "Default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated, any suspended or debarred individual(s) appearing in the list in para (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of Suspended or Debarred Individual(s): Organization: (If other than offeror)

Describe Association/Relationships: (e.g., employer, consultant)

52.211-9P38 PLACE OF PERFORMANCE (NOV 2005) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

[](d) When a subcontractor is to perform any portion of the work called for in this solicitation or any resulting contract, the contracting officer may require a copy of the subcontracting agreement.

Section 833 -- National Defense Authorization Act Certification

I, *(name)* _____ do hereby certify by signature below that all articles or items of "clothing", including the materials and components thereof, being offered for sale to the Department of Defense have been grown, reprocessed, reused, or produced in the United States, other than sensor, electronics or other items added to, and not normally associated with, clothing (and the materials and components thereof). *(signature)* _____.